Karl Burden - EL Bey
c/o 804 Grimes Road
Hampton Virginia
Non-domestic without the US

# NOTICE OF RECUSAL REQUEST / CONDITIONAL ACCEPTANCE

NOTIVE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO AGENT
(Applicable to all Successors and Assigns)

Date: October 6, 2020

To: Fernando Galindo, Clerk of Court

UNITED STATES DISTRICT
Newport News Division
2400 West Avenue
Newport News, VA 23607

Re: **Recusal request and or Conditional Acceptance of Officer of the Court (CARL L. BURDEN)**

Case #4:20-CR-00017

Dear Sir:

Thank you very much for your offer to preside over this matter. I'm confident the clerk of the court would not offer to appoint a Judge (David J. Novak) (officer of the court) such as you unless they were of the highest caliber. Notice is hereby given that you are either to Recuse yourself as of October 6, 2020 for rights violations or the Undersigned conditionally accepts your offer as a Article III Public Official of the Defendant CARL L. BURDEN® and Public Judicial Article III courts on the condition that:

1. You accept private asset compensation payments, and:
2. You accept failure to honor Oath of Office results in commercial liability to Secured Party based on the fee schedule, and:
3. Use only Judicial Common Law actions in settlement, and closure, and:
4. Be personally converted on all liability as surety for the Defendant, and:
5. You provide evidence on court records that use of a copyright© tradename /trademark without authorization not prejudice, and:
6. You provide evidence on the records of the court that no Trespassed of rights occur in this matter, and:
7. This court approves said terms and conditions 1-7 herein in writing prior to any acceptance by the Undersigned authorized representative.

**NOTICE:** Copyright of tradename/trademark CARL LINWOOD BURDEN, LLC. © TRUST DBA CARL BURDEN© including any and all directives and variations in the spelling and use thereof, i.e. NOT limited to all capitalized names: under Copyright [1973]. by Karl Burden EL Bey which incur the same. All rights reserved. Said common-law/trade-name/trademark, CARL LINWOOD BURDEN© TRUST may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgment of the stated above. All fiduciary relationships shall be governed by the Fiduciary – shield Doctrine. 

This **NOTICE CONDITIONAL ACCEPTANCE** is intended as a complete exclusive statement of the terms of the agreement between the parties as a **"FINAL EXPRESSION IN A RECORD"** as it relates to the appointment/assignment of any Article III Judicial Judges, Officers and Agents or not, of any Article III Judicial courts in this matter.

Please exercise ordinary care, as the party entitled to enforce these instruments, to ensure that All debt or credit transactions ledgered to account CARL L. BURDEN®, including any derivative and variations in the use and spellings thereof are done do in the best interest of the United States Treasury.

Thank you for your consideration, and I look forward to a relationship that is mutually Beneficial to all parties involved.

Sincerely

Without Prejudice UCC 1-308

By: _____

Karl Burden – EL Bey, Authorized Representative

Cc:

Attachments: Exhibits A Power of Attorney, B. Notice of Understanding and intent and Claim of Right

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# GENERAL POWER OF ATTORNEY

I, CARL LINWOOD BURDEN DBA CARL BURDEN, a resident of Portsmouth, Virginia, make this General Power of attorney appointing Karl Burden-El Bey of Hampton Virginia Republic hereinafter referred to as "my attorney". For the dates of 6/1/2015 - 7/1/2065, my attorney is authorized to act for me as follows:

1. To demand, sue for, receive, collect, and hold any and all monies, securities, and other property, of any nature whatsoever, that now belong to me in the future, or in which I may have an interest, and generally to deal with such property;
2. To commence, prosecute, discontinue, or defend any and all actions or other legal proceedings involving my estate or any part thereof, or involving my estate or any part thereof, or involving any matter in which I or my estate may be concerned;
3. To sign, endorse, or assign any note, check, or other instrument of any nature whatsoever, negotiable or non-negotiable, for deposit, discount, collection, or otherwise;
4. To write checks upon of otherwise withdraw all funds or account balances now or hereafter outstanding to my credit or to the creditor to the credit of my attorney, whether or not the check is payable to the order of my attorney;
5. To vote in person or proxy, to sell or otherwise dispose of, or cause to be registered in the name of a nominee selected by my attorney, and to transfer, redeem, convert, or exchange, any security that now belongs to me or that may belong to me in the future, or in which I may have an interest, and to make, execute, and deliver an endorsement assignment, certification, or other document in connection with any security;
6. To buy, acquire, lease, or invest in property, real or personal, tangible or intangible, including, but not limited to, any security, option, "flower bond", or other type of investment o whatsoever kind and nature;
7. To sell, grant options upon, or lease any lands, buildings, or other improvements or appurtenances to lands now belonging to me, or that I may own in the future, or in which I may have an interest, and to execute and cause to be recorded any all deeds other documents that may be necessary with the respect to any transaction involving my property;
8. To borrow or lend money or property, with or without security, and for such purposes to deliver and receive any documents that may be necessary or proper;
9. To instruct any entity or person having custody or control of any assets of mine, and any assets in which I may have an interest, in any agency, fiduciary, or other capacity, and I authorize that person or entity to rely upon the instructions of my attorney;
10. To open accounts of any nature whatsoever in my name or in the name of my attorney;
11. To pay all sums of money that may now or in the future be owed by me, whether the obligation is incurred by me or by attorney, to compromise or submit to arbitration any claim, whether it is against me or in my favor, and to receive or give releases in connection with claims against me or in my favor;

12. To make, sign, acknowledge, and deliver any contract, deed, or other contract binding either me or my attorney;
13. To have access to any safe deposit box registered in my name and to remove or ad to the contents;
14. To transfer and convey any of my assets, including, without limitation, any real property, to the trustee or trustees of any inter vivos trust of which I am the grantor and in which I have a beneficial interest;
15. To borrow against or obtain cash surrender values of any of my life insurance policies, and transfer the ownership of such policies to the beneficiaries named therein;
16. To disclaim the possession of any property, real ort personal, or any interest therein, to the extent allowed under the applicable state law;
17. To appoint any individual or corporation as substitute attorney under the power of attorney with all powers and authority granted my attorney;
18. To make elections and to sign, make, execute, and file, in my name and on my behalf with any tax authority, such as tax returns, forms, and reports as my attorney may deem proper or as required by law, including, but not limited to, the content required by Section 2513 of the Internal Revenue Code;
19. Without limiting the above powers, generally to perform or to contract for the performance of any acts of any nature whatsoever that ought to be done in the opinion of my attorney ought to done in any circumstances as fully and effectively as I could do if acting personally.

THIS POWER OF ATTORNEY SHALL NOT TERMINATE IN THE EVENT OF MY DISABILITY.

Witness the following signature and seal, this 1st day of June, 2006.

Signature: Karl Bullel Bey

STATE OF VIRGINIA
CITY OF Portsmouth, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do certify that Karl Burden-El Bey whose name is signed to the foregoing General Power of Attorney, bearing date of this 1st day of June, 2006, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this 1st day of June, 2006.

Signature: Cynthia Y Mauney

MY COMMISSION EXPIRES:

# GENERAL POWER OF ATTORNEY

I, CARL LINWOOD BURDEN, LLC DBA CARL Linwood Burden, a resident of Portsmouth, Virginia, make this General Power of attorney appointing Karl Burden III Esq of Hampton, Virginia Republic hereinafter referred to as "my attorney". For the dates of 6/1/2016-7/1/2065, my attorney is authorized to act for me as follows:

1. To demand, sue for, receive, collect, and hold any and all monies, securities, and other property, of any nature whatsoever, that now belong to me in the future, or in which I may have an interest, and generally to deal with such property;
2. To commence, prosecute, discontinue, or defend any and all actions or other legal proceedings involving my estate or any part thereof, or involving my estate or any part thereof, or involving any matter in which I or my estate may be concerned;
3. To sign, endorse, or assign any note, check, or other instrument of any nature whatsoever, negotiable or non-negotiable, for deposit, discount, collection, or otherwise;
4. To write checks upon of otherwise withdraw all funds or account balances now or hereafter outstanding to my credit or to the creditor to the credit of my attorney, whether or not the check is payable to the order of my attorney;
5. To vote in person or proxy, to sell or otherwise dispose of, or cause to be registered in the name of a nominee selected by my attorney, and to transfer, redeem, convert, or exchange, any security that now belongs to me or that may belong to me in the future, or in which I may have an interest, and to make, execute, and deliver an endorsement assignment, certification, or other document in connection with any security;
6. To buy, acquire, lease, or invest in property, real or personal, tangible or intangible, including, but not limited to, any security, option, "flower bond", or other type of investment o whatsoever kind and nature;
7. To sell, grant options upon, or lease any lands, buildings, or other improvements or appurtenances to lands now belonging to me, or that I may own in the future, or in which I may have an interest, and to execute and cause to be recorded any all deeds other documents that may be necessary with the respect to any transaction involving my property;
8. To borrow or lend money or property, with or without security, and for such purposes to deliver and receive any documents that may be necessary or proper;
9. To instruct any entity or person having custody or control of any assets of mine, and any assets in which I may have an interest, in any agency, fiduciary, or other capacity, and I authorize that person or entity to rely upon the instructions of my attorney;
10. To open accounts of any nature whatsoever in my name or in the name of my attorney;
11. To pay all sums of money that may now or in the future be owed by me, whether the obligation is incurred by me or by attorney, to compromise or submit to arbitration any claim, whether it is against me or in my favor, and to receive or give releases in connection with claims against me or in my favor;

As a duly noted member of **The Sovereign People** of the united States of America, I ™**Karl Burden - EL Bey,** The Sovereign Secured Party Creditor, Beneficiary, and Natural Free Man of the Land honorably present this:

# NOTICE OF UNDERSTANDING AND INTENT AND CLAIM OF RIGHT

1. Whereas it is my understanding the united States of America is a Common Law jurisdiction, whereas I am operating upon rights and a claim of right and,
2. Whereas it is my understanding equality before the law is paramount and mandatory, and,
3. Whereas it is my understanding a statute is defined as a legislated rule of society which has been given the force of law and not by the people, and,
4. Whereas it is my understanding a society is defined as a number of people joined by mutual consent to deliberate, determine and act for a common goal, and,
5. Whereas it is my understanding the only form of government recognized as lawful in the united States of America is a representative one doing the will of the people, and,
6. Whereas it is my understanding representation requires mutual consent, and,
7. Whereas it is my understanding that in the absence of mutual consent neither representation nor governance can exist, and,,
8. Whereas it is my understanding those who have a SSN (Social Security Number) are in fact employees of the federal government and thus are bound by the statutes created by the federal government, therefor I have no SSN and,
9. Whereas it is my understanding that it is lawful to abandon one's SSN, and,
10. Whereas it is my understanding people in the united States of America have a right to revoke or deny consent to be represented and thus governed, and,
11. Whereas it is my understanding if anyone does revoke or deny consent they exist free of government control and statutory restraints, and,
12. Whereas a Freeman-on-the-Land has lawfully revoked consent and does exist free of all statutory restrictions, obligations, and limitations, and,
13. Whereas I, Karl Burden - EL Bey™: am a Natural and Freeman-on-the-Land, and,
14. Whereas it is my understanding that acting peacefully within community standards does not breach the peace, and,
15. Whereas it is my understanding that any action for which one can apply for and receive a license must itself be a fundamentally lawful action, and,
16. Whereas as I am a Freeman-on-the-Land who operates with full responsibility and ability to handle my own affairs since the year of our lord One Thousand Nine Hundred and Seventy Three(1973)), and not a child, I do not see the need to ask permission to engage in lawful and peaceful activities, especially from those who claim limited liability, and,
17. Whereas it is my understanding a by-law is defined as a rule of a corporation, and,
18. Whereas it is my understanding corporations and unincorporated are legal fictions and require contracts in order to claim authority or control over other parties, and,
19. Whereas it is my understanding legal fictions lack a soul and cannot exert any control over those who are thus blessed and operate with respect to that knowledge as only a fool would allow soulless fictions to dictate one's actions, and,
20. Whereas it is my understanding that I have a right to use my private property without having to pay for the use or enjoyment of it, and,

21. Whereas it is my understanding that a summons is merely an invitation to attend and the ones issued by The United States or any of its agencies creates no obligation or dishonor if ignored, and,
22. Whereas it is my understanding peace officers have a duty to distinguish between statutes and law and those who attempt to enforce statutes against a Freeman-on-the-Land are in fact breaking the law, and,
23. Whereas I have the power to refuse intercourse or interaction with peace officers who have not observed me breach the peace, and,
24. Whereas permanent estoppel by acquiescence barring any peace officer or prosecutor from bringing charges against a Freeman-on-the-Land under any Act is created if this claim is not responded to in the stated fashion and time, and,
25. Therefore be it now known to any and all concerned and affected parties, that I, Karl Burden - EL Bey™, a Freeman-on-the-Land do hereby state clearly specifically and unequivocally my intent to peacefully and lawfully exist free of all statutory obligations restrictions and maintain all rights at law to trade, exchange or barter.
26. Furthermore, I claim that these actions are not outside my communities' standards and will in fact support said community in our desire for truth and maximum freedom, and,
27. Furthermore, I operate under a right and a claim of right to engage in these actions and further claim that all property held by me is held under a claim of right.
28. Furthermore, I claim that anyone who interferes with my lawful activities after having been served notice of this claim and who fails to properly dispute or make lawful counterclaim is breaking the law, cannot claim good faith or color of right and that such transgressions will be dealt with in a properly convened court de jure.
29. Furthermore, I claim that the courts in The United States are de-facto and are in fact in the profitable business of conducting, witnessing and facilitating the transactions of security interests and I further claim they require the consent of both parties prior to providing any such services.
30. Furthermore, I claim all transactions of security interests requires consent of both parties and I do hereby deny consent to any transaction of a security interest issuing under any Act for as herein stated as a Freeman-on-the-Land I am not subject to any Act/s.
31. Furthermore, I claim my FEE SCHEDULE for any transgressions by peace officers, government principals or agents or justice system participants is TWO THOUSAND DOLLARS PER HOUR or portion thereof if being questioned, interrogated or in any way detained, harassed or otherwise regulated and TWENTY THOUSAND DOLLARS PER HOUR or portion thereof if I am handcuffed, transported, incarcerated or subjected to any adjudication process without my express written and Notarized consent,
32. Furthermore, I claim the right to use a Notary Public to secure payment of the aforementioned FEE SCHEDULE against any transgressors who by their actions or omissions harm me or my interests, directly or by proxy in any way.
33. Furthermore, I claim the right to convene a proper court de jure in order to address any potentially criminal actions of any peace officers, government principals or agents or justice system participants who having been served notice of this claim fail to dispute or discuss or make lawful counterclaim and then interfere by act or omission with the lawful exercise of properly claimed and established rights and freedoms.
34. Furthermore, I claim the law of agent and principal applies and that service upon one is service upon both.

35. Furthermore, I claim the right to deal with any counterclaims or disputes publicly and in an open forum using discussion and negotiation and to capture on video tape said discussion and negotiation for whatever lawful purpose as I see fit.
36. Affected parties wishing to dispute the claims made herein or make their own counterclaims must respond appropriately within Ten (10) days of service of notice of this action. Responses must be under Oath or attestation, upon full commercial liability and penalty of perjury and registered in the Notary Office herein provided no later than ten days from the date of original service as attested to by way of certificate of service.
37. Failure to register a dispute against the claims made herein will result in an automatic default judgment and permanent and irrevocable estoppel by acquiescence barring the bringing of charges under any statute or Act against My Self Freeman-on-the-Land Karl Burden - EL Bey™.
38. Place of claim of right:

Dated: January 3 2018

Claimant: Karl Burden EL Bey

Karl Burden - EL Bey™, The Sovereign Secured Party Creditor and Propria Persona, Sui Juris!
ALL RIGHTS IN TACT, "WITHOUT PREJUDICE" UCC 1-308.

**Signed in the presence of:**

Notary Name Debra Williams Jones

Seal: DEBRA WILLIAMS JONES Notary Public Commonwealth of Virginia My Commission Expires 9/30/2018 Commission ID# 7376746

Dated: 3rd Day of January 2018

Signed Signature Debra Williams Jones

County/City of Portsmouth
Commonwealth/State of Virginia
The foregoing instrument was acknowledged before me this 3rd day of January 2018, by Carl Linwood Burden
(name of person seeking acknowledgement)

Debra Williams Jones
Notary Public
My commission expires: 9/30/2018

*Use of a Notary is for attestation and verification purposes only and does not constitute a change in status or entrance or acceptance of foreign jurisdiction*

FURTHER AFFIANT SAYETH NOT

**Commercial Affidavit Oath and Verification**

Virginia Republic )

) affirmed and subscribed

Newport News )

I, Karl Burden – EL Bey, Secured Party Creditor, under my unlimited liability and Commerical Oath, proceeding in good faith, being of sound mind, having first hand knowledge, affirm, state, and declare under pentalty of perjury under the laws of the United States of America that the foregoing is true and correct

Without Prejudice UCC 1-308

Karl Burden – EL Bey, Secured Party Creditor

ALL RIGHTS RESERVED

## JURAT

State of Virginia )

) ss:

Newport News )

ON THIS 7th DAY of October, 2020 before me,

The undersigned Notary Public, personally appeared Kal Burden-El Bey

And provided satisfactory evidence that he was that individual man. In my presence he executed the foregoing instrument for the purposes stated therein and acknowledged that said execution was by his free act and deed

Seal

Witness my hand and official seal.

QIANA R. PAIGE
NOTARY PUBLIC
REGISTRATION # 7821896
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
1-31-2023

Q. R. Paige